

REMARKS

This is in response to the Final Office Action mailed on February 15, 2008. Claims 1-42 were pending in the application and rejected. Claims 1, 15, 16, 29, 30, and 42 are currently amended. For at least the reasons stated below, Applicants assert that all claims are in condition for allowance.

Claim Rejections – 35 U.S.C. §103

In the Office Action, the Examiner rejected: Claims 1, 2, 4-15, 30, 31 and 33-42 under 35 U.S.C. §103(a) as being unpatentable over Wallman (U.S. Patent No. 6,601,044), in view of Starr (U.S. Patent No. 6,606,606); Claims 3 and 32 under 35 U.S.C. §103(a) as being unpatentable over Wallman, in view of Starr, and further in view of Rebane (U.S. Patent No. 6,078,904); Claims 16, 17 and 19-29 under 35 U.S.C. §103(a) as being unpatentable over Wallman, in view of Starr, and further in view of Deep (U.S. Patent No. 6,393,412); and claim 18 under 35 U.S.C. §103(a) as being unpatentable over Wallman, in view of Starr, in view of Deep, further in view of Rebane. Applicant respectfully submits that the cited references, each alone or in combination, do not teach or suggest each and every limitation of the amended claims.

Claims 1, 16, and 30 are presently amended to more clearly recite the step of selecting a service agreement for a user, in addition to enumerating in detail the specific features provided by the service level of the selected service agreement. Additionally, Claims 15, 29, and 42 are presently amended to clearly recite that the automated computer coaching and live coaching provided are based on the selected service agreement.

Specifically, the independent claims now recite that the service agreement is selected by the user. This feature of the service agreement is distinguishable from the “access control” or “access level” feature disclosed within the Starr reference. In Starr, access is controlled by a third party who decides which users are granted access to an account, and how much access to grant. As is disclosed in Page 4 of the Provisional Starr application (Serial No. 60/107,731),

The access control is part of the application’s server’s ability to provide multiple access to a small business owner’s accounts by allowing multiple users to share the account. For example, the application server can allow a proprietary user, such as the root user, to set up a plurality of accounts, such as an account for their accountants, or secretary. The small business owner can provide controls that set the access the other user is given. (emphasis added)

As is evident from this language, the access control disclosed in Starr teaches granting or denying permission for a user to access an account, and this access control is determined by a “root user” or equivalent administrator. In contrast, the amended claims recite that the “service agreement for a user” is “selected by the user”, enabling the user to decide which service agreement and combination of services is most suitable for their needs. In the claimed invention, the decision of which service level to select is directly determined by the end user, not an administrator or other third party.

Similarly, the amended claims now recite that the service levels “define distinct combinations of support, financial models, portfolio modeling, and coaching services to the user.” Thus, in contrast to the permissions-based control of which accounts or which part of an account that the user can access as disclosed by the Starr reference, the claimed invention recites that the user is provided with the combination of services defined by the selected service level. These services level are distinct from one another, to enable different financial features and services to be offered in “distinct combinations”, or what could be considered different “packages”. Further, the claimed invention does not use service levels to simply restrict features on a scaled basis—instead, the claimed invention provides a unique and disparate combination of services.

The claims are also presently amended to recite that the financial models are “defined by the selected service agreement”, and suggestions for changes to the current financial portfolio are “based on the user profile and the distinct combination of services defined by the selected service agreement.” Starr merely teaches that its access control functionality only defines access to its accounts, but Starr does not teach or suggest that any access level serves as the basis for suggesting changes to a financial portfolio or defines a combination of support, financial models, portfolio modeling, and coaching services.

Further, the excerpt of Page 5 in the Starr provisional application regarding the use of “administrator” and “read only access” privileges does not teach or suggest providing a distinct combination of services that is defined by the selected service agreement. Determining if a subscriber is an “authorized user” or has an adequate “level of access” is only relevant to obtaining access, and not to the content or services provided after the user obtains access. Both of the Starr provisional application and the later-filed Starr patent each fail to teach or suggest

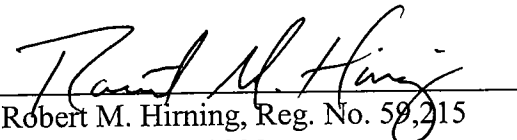
how different services levels may be selected by the user and provide a distinct combination of support, financial modeling, portfolio modeling, and coaching services.

Accordingly, because the combination of the cited references fails to teach or suggest each and every limitation of the amended claims, Applicant respectfully asserts that a prima facie case of obviousness has not been established and that these claims are allowable. Further, because claims 2-15, 17-29, and 31-42 depend either directly or indirectly from independent claims 1, 16, and 30, these dependent claims are allowable as depending from allowable claims. Applicant respectfully requests that the rejection of all claims under § 103(a) be withdrawn.

CONCLUSION

Applicants submit that all pending claims are allowable and respectfully request that a Notice of Allowance be issued in this case. In the event a telephone conversation would expedite the prosecution of this application, the Examiner may reach the undersigned at (612) 607-7345. If any fees are due in connection with the filing of this paper, then the Commissioner is authorized to charge such fees including fees for any extension of time, to Deposit Account No. 50-1901 (Reference 60021-375602).

Respectfully submitted,

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